

Board of Supervisors

Richard R. Searle
Chairman
District 3

Patrick G. Call
Vice-Chairman
District 1

Ann English
Supervisor
District 2



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie A. Howard
Clerk

AGENDA FOR REGULAR BOARD MEETING
Tuesday, January 24, 2012 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of January 10, 2012.

Community Development

2. Approve an Intergovernmental Agreement between the St. David Fire District and Cochise County for Highway and Public Works Projects
3. Adopt Zoning Ordinance 12-01, to approve Docket Z-11-02 rezoning parcels 301-42-116A; 301-42-140, 141, 142, 143, 147A, and 151A from TR-36 to RU-4, pursuant to the application by Thomas Zerkle.

4. Acknowledge satisfaction of obligation for recorded Development Agreement executed in October 2007 and fully completed in April 2011.

County Attorney

5. Authorize the Arizona Attorney General's Office to represent Cochise County in the 2011 tax appeal litigations involving Cable One, Inc., Sulphur Springs Valley Electric Co-op, and in any other appeals of centrally assessed property for the 2011 and 2012 tax years.

County Sheriff

6. Approve contract number 2012-DOJ-015(2011) from the Governor's Office of Highway Safety which provides the Sheriff's Office with \$5,000 in overtime and equipment costs to conduct underage alcohol enforcement and education with a grant period of June 1, 2011 to December 31, 2012.

Finance

7. Approve demands and budget amendments for operating transfers.

Health

8. Approve Contractor Identity Specimen Collection Agreement, between the Laboratory Corporation of America (LabCorp) and Cochise Health & Social Services, for a specified fee of \$13/collection occurring at Health offices around Cochise County.

ACTION

Community Development

9. Approve Intergovernmental Agreement 11-037 between the State of Arizona and Cochise County for drainage and realignment improvements on Davis Road.

STATE & FEDERAL LEGISLATION

Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached agenda.

- County Supervisors Association Legislative Policy Committee Agenda for January 20, 2012 (see attached)

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County - 1415 Melody Lane, Building G - Bisbee, Arizona 85603
(520) 432-9200 - Fax (520) 432-5016 - Email: board@cochise.az.gov
www.cochise.az.gov

"PUBLIC PROGRAMS, PERSONAL SERVICE"

**State and Federal Legislation
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 01/24/2012

State & Federal Legislation

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures: BOS Signature NOT Required

**NAME
of PRESENTER:** Mike Ortega

Mandated Function?:

Recommendation:

of ORIGINALS 0
Submitted for Signature:

**TITLE
of PRESENTER:** County
Administrator

**Source of Mandate
or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached agenda.

- County Supervisors Association Legislative Policy Committee Agenda for January 20, 2012 (see attached)

Background:

Department's Next Steps (if approved):

Impact of NOT Approving/Alternatives:

To BOS Staff: Document Disposition/Follow-Up:

Attachments

CSA_LPC_Agenda012012



County Supervisors ASSOCIATION of arizona

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 fax: (602) 253-3227

COUNTY SUPERVISORS ASSOCIATION LEGISLATIVE POLICY COMMITTEE AGENDA

January 20, 2012

Teleconference 1-866-228-9900

Access Code 326208#

[Web link](#)

County Supervisors Association
1905 W. Washington St.
Phoenix, AZ

9:00 a.m. Call to Order ~ *Immediate Past President David Tenney*

- A) Overview of Legislative Policy Committee
- B) Governor's Budget Recommendation Report / JLBC Baseline Budget
 - 1) [HB 2338](#) Prisoner Transfer; Department of Corrections (*Jones/McLean*)
- C) Legislative Bills for Discussion and Possible Consideration
 - 1) [HB 2283](#): state employee benefits; definition (*Reeve*)
 - 2) [HB 2316](#): animals; euthanasia; licensed veterinarians (*D Smith*)
 - 3) [HB 2621](#): local government budgets; posting; contents (*Lesko*)
 - 4) [SB 1064](#): municipalities; local liberty charter (*Klein*)
 - 5) [SB 1082](#): alcoholism & substance abuse control (*Allen*)
- D) AACo Agenda Bills
 - 1) [HB 2048](#): county officers (*Burges*)
 - 2) [HB 2122](#): powers; boards of supervisors (*Burges*)
- E) Update of CSA-sponsored Bills
 - 1) [HB 2360](#): flood control districts; immunity (*Fann*)
 - 2) [HB 2361](#): consumer fireworks; regulation (*Fann*)
 - 3) [HB 2389](#): lease of county property; requirements (*Pratt*)
 - 4) [HB 2495](#): counties; purchases; local dealers (*Jones*)
 - 5) [HB 2530](#): incarceration costs; municipal court warrants (*Ash*)
 - 6) Remaining Bills to be Dropped
 - Folder #713 flood control districts; construction bids (*Nelson*)
 - Folder #868 county highway designation; county engineers (*Griffin*)
 - Folder #869 sex offenders; county reimbursement (*Griffin*)
 - Folder #902 public defenders; park rangers; assault; felony classification (*Gould*)
 - Folder #1141 road enhancement district; governance (*Burgess*)
 - Folder #1142 flood control authority; relinquishments; districts (*Pratt*)
- F) Other Business
- G) Next Meeting Date and Time (*Friday, February 3, at 9:00 a.m.*)
- H) Adjourn



COUNTY SUPERVISORS ASSOCIATION

Legislative Policy Committee Membership

	<u>2011</u>	<u>2012</u>
Apache County	~ Tom White	Jim Claw
Cochise County	~ Pat Call	Ann English
Coconino County	~ Liz Archuleta	Liz Archuleta
Gila County	~ Tommie Martin	Tommie Martin
Graham County	~ Jim Palmer	Jim Palmer
Greenlee County	~ Richard Lunt	Richard Lunt
La Paz County	~ John Drum	John Drum
Maricopa County	~ Andrew Kunasek	Andrew Kunasek
Mohave County	~ Gary Watson	Tom Sockwell
Navajo County	~ David Tenney	David Tenney
Pima County	~ Sharon Bronson	Sharon Bronson
Pinal County	~ Pete Rios	Pete Rios
Santa Cruz County	~ Manny Ruiz	Manny Ruiz
Yavapai County	~ Carol Springer	Carol Springer
Yuma County	~ Lenore Stuart	Lenore Stuart



Legislative Policy Committee

◇ Overview ◇

Purpose: Under CSA by-laws (Article 11), the LPC implements the legislative program adopted by the Board.

Membership: Fifteen members—the six CSA Executive Committee officers and one representative from each county not represented by an officer. Meetings are open to all CSA members.

Voting Policy: Two-thirds of the entire LPC may adopt a position on behalf of CSA regarding any issue before the state legislature or U.S. Congress that is not addressed in the Board's legislative program.

Meetings: The LPC meets as often as necessary during regular and special sessions of the legislature. During the regular session, meetings are scheduled at least once per month, although the LPC meets frequently when evolving issues demand rapid response or sustained attention. Telephonic participation is permitted.

Activities: The LPC is critical to the success of CSA's coalition strategy. Supervisors bring the credibility and influence necessary to inform state legislators of the needs of local constituencies. Accordingly, participants in the LPC will be engaged in the following activities:

- Review legislation and make recommendations to the Board
- Direct lobbying of state and federal leaders
- "Speakers Bureau" participation, helping to communicate the coalition's message points to local audiences
- Authoring Op-Ed pieces
- Testifying before committees
- Serving as a catalyst to involve board colleagues in CSA legislative activities

CSA will provide staff support regarding these activities.

Executive Budget and the JLBC Baseline Recommendations Impacts to Counties

Governor Brewer released the details of her FY12-13 budget recommendation last Friday. The key principles guiding the development of the Governor's budget include the need to evaluate short term decisions in light of their impact on the state's long term fiscal health. The Governor further stated that funding for a program will not be restored simply because it was provided in the past.

The JLBC also released their "baseline" budget last Friday. Though not a proposal, the baseline is an important summary for revenue estimates and statutory funding, and serves as an important foundational document for legislative budget discussions.

An initial review of the Governor's plan and the JLBC baseline identified the following county-related items:

- **Prison shift:** the Governor recommends the repeal of the triggered shift. The JLBC acknowledges the shift is in statute but does not identify a budget amount and indicates it is waiting for information from Corrections and the counties.
- **Mandated county transfers:** The Governor recommends eliminating the transfer going forward. The JLBC did not include such a transfer as a baseline revenue.
- **HURF:** Both the Governor and JLBC continue the transfers from HURF to MVD and DPS. The magnitude does not appear to have increased.
 - The \$4,090,000 10 smallest counties hold harmless for the MVD shift is contained in the JLBC baseline.
 - Also, the Governor's plan includes a proposal to remove the statutory cap of \$10 million to DPS from the HURF. In recent years, the cap has been suspended annually.
- **SVP/RTC:** Both the Governor and JLBC continue the county payments for 100% of RTC patients and 50% of SVP's housed at the Arizona State Hospital.
- **County Attorneys Fund:** Both the Governor and JLBC continue to provide \$973.6 million of ACJC grant monies.
- **Indigent Defense Fund:** As permanent law, the Governor continues to divert the State Indigent Defense Fund to the GIITEM Fund Border Security and Law Enforcement Subaccount. The JLBC also shifts the fund to GIITEM.
- **Suspension of County Non-Supplanting Funding Requirements:** As session law, the JLBC baseline continues to suspend county non-supplanting requirements associated with funding for probation services, criminal case processing, and alternative dispute resolution programs and require the counties to report on reductions in county funding as a result of the elimination of the non-supplanting provisions.
- **Grand Jury and Attorney Reimbursement:** The JLBC baseline continues to suspend the requirement that the Supreme Court reimburse counties 50% of the costs of grand juries and state funded counsel assigned to first-time capital post-conviction relief proceedings.
- **Law Enforcement Boating Safety Fund (LEBSF):** The Governor recommends restoring use of the watercraft license tax to provide \$1.8 million to counties. The JLBC baseline provides \$2,183,800.
- **Justice of the Peace salaries:** The Governor and the JLBC maintain the 80.75% county share.
- **County Attorney Immigration Enforcement:** The Governor and the JLBC maintain \$1,213,200 for county attorney immigration enforcement. The JLBC specifies that \$200,000 is to be distributed to the Maricopa County Attorney, and \$500,000 is to be distributed to the Maricopa County Sheriff. The baseline states that subject to prior approval of JLBC, remaining monies may be distributed to the remaining counties. The funds are not subject to Board approval.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 01/24/2012

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a

of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a

of PRESENTER:

Source of Mandate
or Basis for Support?:

Information**Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of January 10, 2012.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:Send signed minutes to Recorder's Office to microfiche.

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 01/24/2012

Approve an Intergovernmental Agreement between the St. David Fire District and Cochise County for Highway and Public Works Projects

Submitted By: Carlos De La Torre, Community Development

Department: Community Development

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: Carlos A. De La Torre

TITLE of PRESENTER: Community Development Director

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Information**Agenda Item Text:**

Approve an Intergovernmental Agreement between the St. David Fire District and Cochise County for Highway and Public Works Projects

Background:

The St. David Fire District has requested the assistance of Cochise County to mitigate road accessibility problems to and from the St. David Fire Station. Cochise County is not able to provide any assistance to the St. David Fire Department without the execution of an Intergovernmental Agreement. This agreement will be the mechanisms that both the St. David Fire Department and Cochise County will utilize to develop and implement projects.

Department's Next Steps (if approved):

Send a copy of the executed IGA to the St. David Fire District

Impact of NOT Approving/Alternatives:

Cochise County will not be able to provide any assistance to the St. David Fire District

To BOS Staff: Document Disposition/Follow-Up:

Please return two (2) executed copies to the Community Development Department

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 01/24/2012

Docket Z-11-02 (Zerkle)

Submitted By: Keith Dennis, Community Development**Department:** Community Development**Division:** Planning**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Keith Dennis**TITLE of PRESENTER:** Senior Planner**Docket Number (If applicable):** Z-11-02 (Zerkle)**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:** Zoning Regulations Section 2206.09**Information****Agenda Item Text:**

Adopt Zoning Ordinance 12-01, to approve Docket Z-11-02 rezoning parcels 301-42-116A; 301-42-140, 141, 142, 143, 147A, and 151A from TR-36 to RU-4, pursuant to the application by Thomas Zerkle.

Background:

NOTE: Pursuant to Section 2206.09 of the Zoning Regulations, this item appears on the Consent Agenda, as there were no objections registered, nor requests for an additional public hearing, from any member of the public prior to the January 11, 2012 Commission Hearing. Below is the staff report from said meeting.

MEMORANDUM

TO: Cochise County Planning and Zoning Commission

FROM: Keith Dennis, Senior Planner

For: Mike Turisk, Interim Planning Director

SUBJECT: Docket Z-11-02 (Zerkle)

DATE: January 3, 2012 for the January 11, 2012 Meeting

APPLICATION FOR A REZONING (DOWNZONING)

The Applicants seek to "downzone" seven parcels of land from TR-36 (Residential, minimum lot size 36,000 square feet) to RU-4 District (Rural, minimum lot size 4-acres). The parcels are: 301-42-116A, 301-42-140 through 143, 147A, and 151A. All but one of these parcels are undeveloped. Parcel 151A is developed as a single-family rural residential lot.

The Applicants are Thomas Zerkle, Sam Zerkle, and M. Stella Laferriere.

Note that this item is scheduled for action by the Board of Supervisors at their regular meeting of Tuesday, January 24, 2012.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING USES

Size: 21.27 Acres

Zoning: TR-36 (Residential, 1 Dwelling per 36,000 square feet)
Growth Area: Category D (Rural Growth Area)
Area Plan: None Applicable
Plan Designation: Rural
Existing Uses: Rural Residential, Undeveloped Land
Proposed Uses: Unchanged
Surrounding Zoning
Relation to Subject Parcel Zoning District Use of Property
North TR-36 Undeveloped Land
South TR-36 Undeveloped Land
East RU-4 Undeveloped Land
West TR-36 Undeveloped Land

II. PARCEL HISTORY

The originating parcel for this Docket, now called 301-42-151A, was cited in September 2010 for building without a permit. At that time, the property consisted of eight contiguous parcels.

Through this process, the owner decided to apply to have the property downzoned, as discussed in Section III of this Memo. To facilitate this, the Applicant had the eight parcels combined in December of 2010.

There are no records of permits for this or any of the parcels subject to the request.

III. NATURE OF THE REQUEST

Southward view of the Zerkle Residence.

In the summer of 2010, the County Assessor became aware that Parcel 301-42-151A had been developed with a single family residence. This prompted Community Development staff to cite the owner for building the residence without a permit.

Because the home is already constructed, building code inspections might entail “destructive” measures, such as unearthing the footings to ensure compliance, or creating holes in walls in order to inspect existing wiring.

The Applicant, owner Thomas Zerkle, is aware that the County allows owner-builders to opt out of building code inspections if located in a Zoning District with a minimum lot size of four or more acres (Owner Builder Amendment or “Opt-Out”). The Applicant, having built the home himself, sought to take this route, but as the property is within a TR-36 District, was precluded from doing so.

The Applicant therefore sought to “downzone” the property from TR to RU-4, the latter carrying the four-acre minimum for the Owner-Builder Amendment to the County Building Code.

During the site visit and consultation with staff, it became apparent that the Applicant’s brother and other neighbors might benefit from involvement in the current downzoning process. A Rural District was determined to be a more appropriate zoning designation for this area; most of the area is already so designated. In addition to the Owner-Builder Amendment options available, Rural property owners may construct outbuildings such as barns or other accessory buildings without first establishing a principal use. Such structures may also be larger than the principal use if desired. None of these options are available in Residential Districts such as TR. Note that the Application states a desire to rezone to SM-174, but after this consultation decided to pursue an RU-4 rezoning.

Subsequently, the Applicant consulted with his brother, Sam Zerkle, and an additional property owner, M. Stella Laferriere, and the proposed new RU-4 District expanded to include six additional parcels.

Although the range of permitted and Special Uses is greater in the Rural District relative to the Residential, the minimum lot size in the Residential District is smaller, such that the density of residential development is greater in the TR District. The RU-4 District allows one dwelling per four acres, whereas the current designation allows one dwelling per 36,000 square feet. Thus, if the rezoning were approved by the Board of Supervisors, Parcels 301-42-140 through 143 would have to be combined in order to be developed. As such, the proposal is considered to be a rezoning to a less-intensive District, commonly referred to as a “downzoning.” The process for a rezoning to a less-intensive District is simpler. A Citizen Review is not required, for instance, and fees are less than would be required for rezonings to more intense Districts.

IV. ANALYSIS OF IMPACTS

Mandatory Compliance.

The subject property lies within a Category “D”—Rural Growth Area and is considered a “Rural” land use designation area. Section 402 of the County Zoning Regulations permits owners of property lying within “Rural” land use areas to request a rezoning to RU-4.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen (15) criteria used to evaluate rezoning requests. Eight of the criteria are applicable and are listed below. The Applicant’s request complies with seven of the eight applicable criteria.

1. Provides an Adequate Land Use/Concept Plan. Does Not Comply.

There is, at this time, no concept plan nor any proposal for new development on any of the properties associated with the rezoning request.

2. Compliance with the Applicable Site Development Standards—Complies.

All but one of the parcels under consideration are undeveloped at this time. It is anticipated that, particularly with the more rural development standards allowed in the RU District, future development on the properties would be able to meet those standards.

3. Adjacent Districts Remain Capable of Development – Complies.

The proposal would not affect the development prospects of any neighboring property.

4. Limitation on Creation of Nonconforming Uses—Complies.

The proposal would not create any potential for non-conforming uses.

5. Compatibility with Existing Development –Complies.

When built out, development on the properties would be in keeping with the character of development in the area. A downzoning from a TR District to RU may be characterized as more compatible with the character of the rural area.

6. Rezoning to More Intense Districts—Not Applicable.

As discussed, the proposal is for a less-intense District.

7. Adequate Services and Infrastructure – Complies.

The Applicants have chosen these properties in order to live in a rural, off-the-grid setting. The parcels are not served by any utilities, although they are within the Bowie Volunteer Fire Department jurisdiction boundary. For the type of development that may occur on these properties, the area roads and infrastructure are adequate.

8. Traffic Circulation Criteria – Complies.

The proposal would result in development considered within the capacity of the transportation network. The area is characterized by unimproved dirt farm roads.

9. Development Along Major Streets—Not Applicable.

The property does not border or access any major street.

10. Infill—Not Applicable.

The Applicant does not propose a rezoning to GB, LI or HI.

11. Unique Topographic Features – Not Applicable.

This Factor only applies to rezonings to more intense districts, and not to downzonings.

12. Water Conservation—Not Applicable.

This criterion is applicable only to rezonings associated with Master Development Plans, or within the Sierra Vista Sub-Watershed.

13. Public Input—Complies.

A Citizen Review process is not required for downzoning requests. Public input is further discussed in Section V of this Memo.

14. Hazardous Materials – Not Applicable.

No hazardous materials are proposed as part of the proposal.

15. Compliance with Area Plan – Not Applicable

The property is not within the boundaries of any Area Plan.

V. PUBLIC COMMENT

The Department sent the required notice to neighboring property owners within 1,500 feet, posted the property as required, and published a legal notice on December 22, 2011. To date, staff has received one letter from a neighboring property owner in support of the request.

VI. SUMMARY

Factors in Favor of Approval

1. The properties under consideration are within a now defunct subdivision (Apple Valley Ranches). The area is unlikely to develop as 36,000 square foot lots, and the Rural District uses and development standards are more appropriate for this area;
2. The project complies with seven of the eight applicable rezoning evaluation factors; and
3. Two neighboring property owners have expressed support for the proposal.

Factor Against Approval

1. The rezoning request comes as a result of a Zoning Violation for construction without a permit on Parcel 151A. The Applicant's interest in rezoning the property was prompted by the Owner Builder Amendment options available in the RU-4 District as a means of rectifying the Violation.

VII. RECOMMENDATION

Based on the Factors in Favor of Approval, staff recommends that the Planning and Zoning Commission forward Z-11-02 to the Board of Supervisors with a recommendation of conditional approval, subject to the following conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and

2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

Sample Motion: Mr. Chairman, I move to forward Docket Z-11-02 to the Board of Supervisors with a recommendation of conditional approval, with the conditions recommended by staff, with the Factors in Favor of Approval as findings of fact.

VIII. ATTACHMENTS

- A. Rezoning Application
- B. Statement from Property Owners
- C. Location Map
- D. Public Comment

Department's Next Steps (if approved):

If the Board approves Docket Z-11-02, the next step would be for the Chairman to sign the Zoning Ordinance, have Board staff record the same, and return a recorded copy to the Planning Department for our files.

Impact of NOT Approving/Alternatives:

If the Board does not approve Docket Z-11-02, the properties subject to the request will retain their current TR-36 Zoning designation. There is an open violation on this property for construction without a permit. The owner seeks to rezone the property so as to take advantage of the owner-builder amendments available to owner-builders on RU-4 properties.

To BOS Staff: Document Disposition/Follow-Up:

If the Chairman signs the Zoning Ordinance, please record the same and return a copy of the recorded Ordinance to the Planning Department for our files.

Attachments

PZC Staff Memo

PZC Presentation

Zoning Ordinance

Zoning Ordinance Exhibit A



COMMUNITY DEVELOPMENT DEPARTMENT

Planning, Zoning and Building Safety

1415 Melody Lane, Bisbee, Arizona 85603

(520) 432-9240

Fax 432-9278

Carlos De La Torre, P.E., Director

MEMORANDUM

TO: Cochise County Planning and Zoning Commission

FROM: Keith Dennis, Senior Planner

For: Mike Turisk, Interim Planning Director

SUBJECT: Docket Z-11-02 (Zerkle)

DATE: January 3, 2012 for the January 11, 2012 Meeting

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Plan Designation: Rural

Existing Uses: Rural Residential, Undeveloped Land

Proposed Uses: Unchanged

Surrounding Zoning

Relation to Subject Parcel	Zoning District	Use of Property
North	TR-36	Undeveloped Land
South	TR-36	Undeveloped Land
East	RU-4	Undeveloped Land
West	TR-36	Undeveloped Land

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III. NATURE OF THE REQUEST



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Because the home is already constructed, building code inspections might entail “destructive” measures, such as unearthing the footings to ensure compliance, or creating holes in walls in order to inspect existing wiring.

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During the site visit and consultation with staff, it became apparent that the Applicant's brother and other neighbors might benefit from involvement in the current downzoning process. A Rural District was determined to be a more appropriate zoning designation for this area; most of the area is already so designated. In addition to the Owner-Builder Amendment options available, Rural property owners may construct outbuildings such as barns or other accessory buildings without first establishing a principal use. Such structures may also be larger than the principal use if desired. None of these options are available in Residential Districts such as TR. Note that the Application states a desire to rezone to SM-174, but after this consultation decided to pursue an RU-4 rezoning.

Subsequently, the Applicant consulted with his brother, Sam Zerkle, and an additional property owner, M. Stella Laferriere, and the proposed new RU-4 District expanded to include six additional parcels.

Although the range of permitted and Special Uses is greater in the Rural District relative to the Residential, the minimum lot size in the Residential District is smaller, such that the density of residential development is greater in the TR District. The RU-4 District allows one dwelling per four acres, whereas the current designation allows one dwelling per 36,000 square feet. Thus, if the rezoning were approved by the Board of Supervisors, Parcels 301-42-140 through 143 would have to be combined in order to be developed. As such, the proposal is considered to be a rezoning to a less-intensive District, commonly referred to as a "downzoning." The process for a rezoning to a less-intensive District is simpler. A Citizen Review is not required, for instance, and fees are less than would be required for rezonings to more intense Districts.

IV. ANALYSIS OF IMPACTS

Mandatory Compliance.

The subject property lies within a Category "D"—Rural Growth Area and is considered a "Rural" land use designation area. Section 402 of the County Zoning Regulations permits owners of property lying within "Rural" land use areas to request a rezoning to RU-4.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen (15) criteria used to evaluate rezoning requests. Eight of the criteria are applicable and are listed below. The Applicant's request complies with seven of the eight applicable criteria.

1. Provides an Adequate Land Use/Concept Plan. Does Not Comply.

There is, at this time, no concept plan nor any proposal for new development on any of the properties associated with the rezoning request.

2. Compliance with the Applicable Site Development Standards—Complies.

All but one of the parcels under consideration are undeveloped at this time. It is anticipated that, particularly with the more rural development standards allowed in the RU District, future development on the properties would be able to meet those standards.

3. Adjacent Districts Remain Capable of Development – Complies.

The proposal would not affect the development prospects of any neighboring property.

4. Limitation on Creation of Nonconforming Uses—Complies.

The proposal would not create any potential for non-conforming uses.

5. *Compatibility with Existing Development* –Complies.

When built out, development on the properties would be in keeping with the character of development in the area. A downzoning from a TR District to RU may be characterized as more compatible with the character of the rural area.

6. *Rezoning to More Intense Districts*—Not Applicable.

As discussed, the proposal is for a less-intense District.

7. *Adequate Services and Infrastructure* – Complies.

The Applicants have chosen these properties in order to live in a rural, off-the-grid setting. The parcels are not served by any utilities, although they are within the Bowie Volunteer Fire Department jurisdiction boundary. For the type of development that may occur on these properties, the area roads and infrastructure are adequate.

8. *Traffic Circulation Criteria* – Complies.

The proposal would result in development considered within the capacity of the transportation network. The area is characterized by unimproved dirt farm roads.

9. *Development Along Major Streets*—Not Applicable.

The property does not border or access any major street.

10. *Infill*—Not Applicable.

The Applicant does not propose a rezoning to GB, LI or HI.

11. *Unique Topographic Features* – Not Applicable.

This Factor only applies to rezonings to more intense districts, and not to downzonings.

12. *Water Conservation*—Not Applicable.

This criterion is applicable only to rezonings associated with Master Development Plans, or within the Sierra Vista Sub-Watershed.

13. *Public Input*—Complies.

A Citizen Review process is not required for downzoning requests. Public input is further discussed in Section V of this Memo.

14. *Hazardous Materials* – Not Applicable.

No hazardous materials are proposed as part of the proposal.

15. *Compliance with Area Plan* – Not Applicable

The property is not within the boundaries of any Area Plan.

V. PUBLIC COMMENT

The Department sent the required notice to neighboring property owners within 1,500 feet, posted the property as required, and published a legal notice on December 22, 2011. To date, staff has received one letter from a neighboring property owner in support of the request.

VI. SUMMARY

Factors in Favor of Approval

1. The properties under consideration are within a now defunct subdivision (Apple Valley Ranches). The area is unlikely to develop as 36,000 square foot lots, and the Rural District uses and development standards are more appropriate for this area;
2. The project complies with seven of the eight applicable rezoning evaluation factors; and
3. Two neighboring property owners have expressed support for the proposal.

Factor Against Approval

1. The rezoning request comes as a result of a Zoning Violation for construction without a permit on Parcel 151A. The Applicant's interest in rezoning the property was prompted by the Owner Builder Amendment options available in the RU-4 District as a means of rectifying the Violation.

VII. RECOMMENDATION

Based on the Factors in Favor of Approval, staff recommends that the Planning and Zoning Commission forward Z-11-02 to the Board of Supervisors with a recommendation of **conditional approval**, subject to the following conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

Sample Motion: *Mr. Chairman, I move to forward Docket Z-11-02 to the Board of Supervisors with a recommendation of conditional approval, with the conditions recommended by staff, with the Factors in Favor of Approval as findings of fact.*

VIII. ATTACHMENTS

- A. Rezoning Application
- B. Statement from Property Owners
- C. Location Map
- D. Public Comment

ZONING ORDINANCE NO. 12-__

CONDITIONALLY AMENDING CERTAIN ZONING DISTRICT BOUNDARIES IN THE VICINITY OF BOWIE, AZ, PURSUANT TO THE APPLICATION OF MR. THOMAS ZERKLE.

WHEREAS, pursuant to A.R.S. § 11-829 property owners or their authorized agents may request amendments to the Zoning District boundaries through the Board of Supervisors at a public hearing; and

WHEREAS, the Cochise County Board of Supervisors recognizes that zoning amendments can affect land use patterns and therefore warrant careful consideration of local and regional impacts at a public hearing; and

WHEREAS, the Cochise County Board of Supervisors seeks to promote effective, early and continuous public participation by citizens; and

WHEREAS, on January 11, 2012, the Planning and Zoning Commission held a duly noticed public hearing on the proposed amendments to the Zoning District classifications for seven Parcels of land, 301-42-116A; 301-42-140, 141, 142, 143, 147A, and 151A, as depicted on the map attached hereto as "Exhibit A," and hereby known as Docket Z-11-02 (Zerkle), being an Application to amend Zoning District boundaries;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Cochise County Zoning District classification for Parcels 301-42-116A; 301-42-140, 141, 142, 143, 147A, and 151A, as described in "Exhibit A," attached, is changed from TR-36 to RU-4. The Parcels are located generally one-half mile South of Rosewood Road, Southeast of Sand Storm Lane in Bowie, AZ. The Parcels are further described as being in Section 25, Township 12 South, Range 28 East of the G&SRB&M in Cochise County, Arizona.

The rezoning is subject to the following Conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA, THIS 24th DAY OF JANUARY, 2012.

RICHARD SEARLE
Chair, Board of Supervisors

ATTEST:

KATIE HOWARD
Clerk of the Board

APPROVED AS TO FORM:

BRITT HANSON
Chief Civil Deputy County Attorney



Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 01/24/2012

Ramsey Signal Development Agreement Satisfaction of Obligation

Submitted By: Frances Martinez, Community Development**Department:** Community Development**Division:** Transportation**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1**Submitted for Signature:****NAME of PRESENTER:** n/a**TITLE of PRESENTER:** n/a**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Acknowledge satisfaction of obligation for recorded Development Agreement executed in October 2007 and fully completed in April 2011.

Background:

In September of 2006 a Traffic Warrant Study was completed on the Ramsey Rd/Ramsey Canyon Rd./Highway 92 intersection that demonstrated need for a signal at this location. In April of 2007 a Traffic Impact Analysis was completed for commercial properties at this location and the developer of that property was requested to participate in the installation of the needed signal. Over the next few months two other developers of property in this same area brought in proposed projects and a Developer Agreement was formed between the Arizona Department of Transportation (ADOT), the County and three developers/applicants.

This Development Agreement was executed by the Board on October 9, 2007 and then recorded on February 8, 2008. An IGA with ADOT was then entered into by the County on November 7, 2007 to partner together on the construction of the needed signal at this location.

On October 7, 2009 an interim span wire was completed and activated. A permanent pole signal was then completed and on December 28, 2010 ADOT inspected and accepted the signal into their maintenance system. The ADOT Encroachment Permit was then closed the next day and post-design work completed by the end of January 2011. Final invoices were processed on February 8, 2011 and on March 31, 2011 the balance of funds and As-Built Plans were disbursed to all partners. On April 14, 2011 all of the parties to the original agreement were notified that the obligations of the October 2007 Development Agreement had been completed in full.

Cochise County was then contacted by the Pioneer Title Agency, Inc, asking about the status of the Development Agreement related to one of the properties. Staff advised them that the obligation had been fully satisfied and provided written documentation to that effect. However, to formally record the satisfaction of the obligation and ensure that the properties included in this Agreement were not clouded a formal document providing an Acknowledgement of Satisfaction of Obligation was drafted. This document has been reviewed by the County Attorney's office and by the Pioneer Title Agency, Inc and provides a formal acknowledgment that the obligations undertaken in the Development Agreement have

been fully met and are now discharged.

Department's Next Steps (if approved):

Once acknowledged and signed by the Board the Acknowledgement of Satisfaction of Obligation will be recorded and provided to Pioneer Title Agency and the three developers for their records and use.

Impact of NOT Approving/Alternatives:

The parties to the Development Agreement may continue to have inquiries about this past cloud on their title.

To BOS Staff: Document Disposition/Follow-Up:

Please return signed copies of the Acknowledgement of Satisfaction of Obligation to H&F, attn, Pam Hudgins, ROW Agent

Attachments

Release of Obligation Ramsey Signal

When recorded mail to
SILVER LEGACY, LLC

Tax Code: 104-04-218

ACKNOWLEDGEMENT OF SATISFACTION OF OBLIGATION

That the Development Agreement executed by County of Cochise, Arizona, a body politic of the State of Arizona ("Cochise County") and Reay's Ranch Investors, LLC, an Arizona Limited Liability Company ("RRI"), Thurland Reay Family Investment Company, an Arizona Corporation, The Gerold C. Brown Limited Partnership, a California Limited Partnership, ("Brown"), and Sierra Vista MarketPlace, LLC, an Arizona Limited Liability company ("MarketPlace"), Dated October 9, 2007 and recorded February 8, 2008 in Instrument No. 0802-03447 and re-recorded in Document Nos. 0803-06500, 0803-06501 and 0803-06502, in the office of the County Recorder of County, Arizona, together with the debt thereby secured, is paid, satisfied and discharged as to the legal description set forth and described in Exhibit A attached hereto and by this reference made a part hereof.

NOTARY PUBLIC

Regular Board of Supervisors Meeting

Meeting Date: 01/24/2012

Authorize the Arizona Attorney General's Office to represent Cochise County in 2011 and 2012 tax appeal cases

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME
of PRESENTER: N/A

TITLE
of PRESENTER: N/A

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Authorize the Arizona Attorney General's Office to represent Cochise County in the 2011 tax appeal litigations involving Cable One, Inc., Sulphur Springs Valley Electric Co-op, and in any other appeals of centrally assessed property for the 2011 and 2012 tax years.

Background:

Recommendation: It is recommended that the Board authorize the Arizona Attorney General's Office to represent the County in all centrally assessed property appeals for the 2011 and 2012 tax years.

Background (Brief): Arizona Department of Revenue and individual Counties, where centrally assessed property is located, have been named as Defendants in an appeal filed in the Arizona Tax Court. This is a yearly event and each County named in these suits may choose to authorize the Arizona Attorney General's Office to represent the County in these tax litigations. This procedure has been followed in past years and the County maintains the right to approve/disapprove any proposed settlement. The Arizona Attorney General's Office will also be responsible for any court ordered award of attorney's fees in these cases thereby reducing the exposure of the County in the event of an adverse judgment.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact may be a slight reduction in the tax base if the taxpayer(s) wins their appeal(s).

Department's Next Steps (if approved):

Next Steps/Action Items/Follow-up: Upon approval by the Board, Counsel for the County will write a letter to the Arizona Attorney General's Office authorizing them to defend the County on tax appeals of centrally assessed property, reserving the right to approve/disapprove of any proposed settlement.

Impact of NOT Approving/Alternatives:

Impact of Not Approving: Additional litigation for the County, with the risk that if the Arizona Tax Court would rule in the taxpayer's favor, there would be a reduction of the tax base and County might be subject to paying the Plaintiff's fees and expenses.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval.

Regular Board of Supervisors Meeting

Meeting Date: 01/24/2012

Underage Alcohol Enforcement Grant

Submitted By: Rod Rothrock, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME n/a
of PRESENTER:

TITLE n/a
of PRESENTER:

Mandated Function?: Not Mandated

**Source of Mandate
or Basis for Support?:**

REMINDER: You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve contract number 2012-DOJ-015(2011) from the Governor's Office of Highway Safety which provides the Sheriff's Office with \$5,000 in overtime and equipment costs to conduct underage alcohol enforcement and education with a grant period of June 1, 2011 to December 31, 2012.

Background:

This grant is an annual event from the Governor's Office of Highway Safety. This grant provides \$4,000 in overtime and ERE, and \$1,000 in capital outlay, to allow the Sheriff's Office to conduct underage alcohol enforcement and education. These funds are used to pay overtime for deputies working covert underage buyer (CUB) details, which conducts enforcement towards establishments that sell alcohol to underage buyers. The funds are also used to pay overtime for deputies conducting youth alcohol education events at schools. The capital outlay of \$1,000 is earmarked to the purchase of "fatal vision goggles." When worn, these goggles simulate the vision of a person who is impaired by alcohol. Students wear the goggles and, accompanied by a deputy, attempt to drive a golf cart through a course laid out with traffic cones. This allows the students to experience how alcohol impairment can effect their ability to operate a vehicle.

There are no matching funds associated with this grant. By the time the grant is received at BOS, it will have been approved as to form by Terry Bannon, Deputy County Attorney.

Department's Next Steps (if approved):

Once approved by the BOS and final approval is given by GOHS, the Sheriff's Office will engage in youth alcohol education events and will conduct underage alcohol enforcement details.

Impact of NOT Approving/Alternatives:

If not approved, the funding provided by GOHS will not be available, thus any education or enforcement activity that occurs will be a cost borne by the general fund.

To BOS Staff: Document Disposition/Follow-Up:

Upon approval please return both original copies to the Sheriff's Office so they can be forwarded to GOHS.

Attachments

Underage Alcohol Enforcement Grant

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual, and the Schedules A, B, and C, attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

PART I.		CFDA: (DOJ) 16.727
1. APPLICANT AGENCY: Cochise County Sheriff's Office	GOHS CONTRACT NUMBER: 2012-DOJ-015 (2011)	
ADDRESS: 205 Judd Drive, Bisbee, Arizona 85603	PROGRAM AREA: DOJ (2011) TASK: N/A	
2. GOVERNMENTAL UNIT Cochise County	AGENCY CONTACT: Mark Genz	
ADDRESS: 1415 Melody Lane, Bisbee, Arizona 85603	3. PROJECT TITLE:	
4. GUIDELINES: DOJ – Enforcing Underage Drinking Laws (EUDL)	Underage Alcohol Enforcement	
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal DOJ (2011) funds will support purchase of Capital Outlay (Fatal Vision Goggles), Personnel Services (Overtime) and Employee Related Expenses to enhance underage drinking enforcement activities throughout Cochise County. Liquor activities included but not limited to the persons under the age of 21 years purchasing, possessing and/or consuming spirituous liquor.		
6. BUDGET COST CATEGORY	Project Period FY 2012	
I. Personnel Services	\$2,899.00	
II. Employee Related Expenses	\$1,101.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$1,000.00	
TOTAL ESTIMATED COSTS	\$5,000.00	
PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 12-31-2012
CURRENT GRANT PERIOD	FROM: 06-01-2011	TO: 12-31-2012
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$5,000.00		
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Cochise County is located in the southeastern corner of Arizona. The Cochise County Sheriff's Office is responsible for all unincorporated areas within the county and consists of 85 sworn deputies, 65 detention officers and 48 civilian personnel. Within the sworn ranks, deputies work in patrol, investigations or the Border Alliance Group.

The 2007 population of the county was listed as 137,200 and covers 6,250 square miles. Cochise County maintains 1,441 miles of roads. 576 miles of these are paved and 865 are dirt. Also running through Cochise County is Interstate 10 along with State Highways 90, 92, 181, 186, 191, 80 and 82. These highways add another 465 miles of roadways. These are highly traveled roadways as Interstate 10 is the main thoroughfare to get east and west throughout Arizona.

Agency Problem:

Youth alcohol violations and DUI continue to be a problem within the county. Due to the lack of manpower, directed activities to impact these violations have been a problem due to lack of overtime funding. The Sheriff's Office wants to continue enforcement activities in conjunction with the Southeastern Arizona DUI Task Force by conducting continuous and directed enforcement and educational activities throughout the year.

Attempting to curtail the problem of impaired driving the Cochise County Sheriff's Office participates in and is currently the lead agency for the Southeastern Arizona DUI Task Force. Over the years they have participated in coalition activities in an effort to reduce impaired driving related crashes and provide education to the public regarding the dangers of impaired driving. They participate in an average of 100 activities throughout the year to include enforcement and education.

Underage drinking cost the citizens of the United States billions of dollars each year. These costs include medical care, work loss, and pain and suffering associated with the multiple problems resulting from the use of alcohol by youth. This translates to excessive costs each year for each youth in the nation. Excluding pain and suffering from these costs, the direct costs of underage drinking incurred through medical care and loss of work cost the United States billions of dollars each year.

Youth violence and traffic crashes attributable to alcohol use by underage youth in the United States represent the largest costs for the nation. However, a host of other problems contribute substantially to the overall cost. Among teen mothers, fetal alcohol syndrome (FAS) and other related health issues costs the United States billions. Young people who begin drinking before age 15 are four times more likely to develop alcohol dependence and are two and a half times more likely to become abusers of alcohol than those who begin drinking at age 21. Thousands of youth 12- 20 years old are admitted for alcohol treatment in the United States, accounting for 9% of all treatment admissions for alcohol abuse in the nation.

The Cochise County Sheriff's Office bears an enormous responsibility to provide appropriate DUI and alcohol related enforcement covering a large geographic region. The area unavailable for regular patrol is still available to the underage drinkers. The number of minors that participate in parties throughout the remote areas of the county for the purpose of consuming alcohol continues to rise. These areas often go unchecked due to a countywide enforcement personnel shortage that impedes the ability to target youth alcohol violations. This inability to enforce these types of violations effectively compromises the safety and security of the community. In addition, these desert parties are also provide an environment conducive to abuse of illegal and prescription drugs. When the attendees of a party leave the location, they are generally under the influence of alcohol, drugs, or both and the probability of an impaired driving collision increases. In addition to minors participating in desert parties, there are liquor establishments that will sell alcohol to individuals under 21 without checking ID as well as adults that will purchase alcohol for those under 21 without regard to the well-being of the individual or safety of the community.

The Cochise County Sheriff's Office does not have the resources and funding to address activities to reduce underage drinking problems adequately in Cochise County.

Agency Attempts to Solve Problem:

The Cochise County Sheriff's Office has worked with local schools and officers to identify potential problem areas within the county. The agency employs saturation patrols when officers identify an area of concern. The Cochise County Sheriff's Office also responds to schools on request to educate students about the consequences of drug and alcohol use in an attempt at prevention. The Cochise County Sheriff's Office also partners with other law enforcement agencies to participate in DUI Task Force activities during times of increased youth alcohol use/underage consumption in Cochise County including prom and graduation, back to school, and spring break as well as other holidays.

Agency Funding:

Federal DOJ (2011) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance underage drinking enforcement activities throughout Cochise County. Liquor activities included but not limited to the persons under the age of 21 years purchasing, possessing and/or consuming spirituous liquor.

How Agency Will Solve Problem With Funding:

The Cochise County Sheriff's Office will conduct saturation patrols in areas identified with a high potential for youth alcohol violations/underage consumption activity. The Cochise County Sheriff's Office will also work with officers and continue to share information about planned gatherings that may have minors and alcohol present. The type of enforcement activities conducted shall include sobriety checkpoints, private residence parties, Covert Underage Buying (CUB) Program, bars, restaurants, college campuses, high school campuses and other areas designated as underage alcohol activities.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2010)	TWO YEARS AGO (2009)	THREE YEARS AGO (2008)
TOTAL FATAL COLLISIONS	7	3	9
TOTAL INJURY COLLISIONS	66	54	132
TOTAL COLLISIONS INVESTIGATED	N/A	N/A	N/A
ALCOHOL-RELATED FATALITIES	0	1	4
ALCOHOL-RELATED INJURIES	3	6	14
SPEED-RELATED FATALITIES	7	1	5
SPEED-RELATED INJURIES	39	19	60
PEDESTRIAN FATALITIES	0	1	4
PEDESTRIAN INJURIES	0	0	0
BICYCLE FATALITIES	0	0	0
BICYCLE INJURIES	0	1	1
TOTAL DUI ARRESTS	584	941	975
TOTAL EXTREME DUI .15 ARRESTS	N/A	N/A	N/A
TOTAL AGGRAVATED DUI ARRESTS	N/A	N/A	N/A
TOTAL DUI-DRUG ARRESTS	65	76	48
TOTAL DRE EVALUATIONS	N/A	N/A	N/A
SOBER DESIGNATED DRIVERS CONTACTED	N/A	N/A	N/A
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4	71	127	158
UNDERAGE DUI ARRESTS	74	89	108
UNDERAGE DUI-DRUG ARRESTS	26	20	14
TOTAL AGENCY CITATIONS	1,371	811	732
SPEED CITATIONS	1,181	523	477
RED LIGHT RUNNING CITATIONS	26	39	21
SEAT BELT CITATIONS	128	198	167
CHILD SAFETY SEAT CITATIONS	36	51	67

GOALS/OBJECTIVES:

Federal DOJ (2011) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance underage drinking enforcement activities throughout Cochise County. Liquor activities included but not limited to the persons under the age of 21 years purchasing, possessing and/or consuming spirituous liquor. The following goals and objectives shall be accomplished as a result of this funding:

- Implement funding for Personnel Services (overtime) and Employee Related Expenses provided for underage drinking enforcement/DUI activities by December 31, 2012.
- Implement funding for the purchase of Capital Outlay (Fatal Vision Goggles) to enhance underage drinking enforcement/DUI activities by December 31, 2012
- To increase the Youth Alcohol (Title 4) Violation Citations by **20%** percent from the calendar 2010 base year total of **71 to 85** by December 31, 2012.
- To conduct at least **One (1)** Youth Alcohol/Underage Drinking related enforcement detail by December 31, 2012.
- To conduct at least **Four (4)** CUB Operations by December 31, 2012.
- Provide **four (4)** presentations to schools and public organizations implementing the fatal vision goggles
- To attend the 2012 GOHS Youth Alcohol/Underage Drinking Enforcement Course (Title 4/Fake ID) by December 31, 2012.
- To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Youth Alcohol/Underage Drinking in terms of money, criminal and human consequences.**

METHOD OF PROCEDURE:

The Cochise County Sheriff's Office will implement the following strategies to meet the outlined goals and objectives:

- Increase underage drinking enforcement capabilities by implementing additional personnel services (overtime) to participate in underage drinking enforcement/DUI activities
- To attend the 2012 GOHS Underage Alcohol Enforcement Course by December 31, 2012.

- The type of enforcement activities that will be conducted shall include: sobriety checkpoints, private residence parties, Covert Underage Buying (CUB) Program, bars, restaurants, college campuses, high school campuses and other areas designated as underage alcohol activities.
- Liquor activities included, but not limited to, the persons under the age of 21 years purchasing, possessing and/or consuming spirituous liquor.
- Implement a system of programs to deter alcohol/drug impaired underage driving, which will include aggressive enforcement of current laws, as well as visible and aggressive prosecution of violators.
- Develop Underage DUI enforcement project(s) that will provide highly visible patrols and selective enforcement methods utilizing up-to-date field sobriety techniques.
- Develop comprehensive community Underage DUI prevention projects that employ collaborative efforts in the development and execution of strategic information and education campaigns targeting youth, and focusing specific attention to those who engage in high-risk behaviors.
- Provide DRE training for enforcement officers, prosecutors, and judges to facilitate in the arrest, prosecution, and adjudication of underage alcohol and/or drug impaired drivers.
- Develop Public information and educational campaigns to raise awareness specific to Arizona's goals and objectives in reducing underage impaired driving fatalities and collisions. These activities shall include print, radio, television, on-line electronic and other possible innovative projects.
- Work in correlation with the statewide GOHS funded traffic safety prosecutor that is available to all police agencies and adjudicating prosecuting attorney's offices, particularly for cases that may set a state precedent.
- Provide training opportunities for laboratory technicians, law enforcement and prosecutors on use of current technology and new phlebotomy projects.
- Participation is mandatory in multi-agency task forces, specifically the statewide Arizona DUI Task Forces. The mission of these Task Forces is to ***"Unite Arizona communities to implement a coordinated public information and education campaign along with combined DUI enforcement activities with an emphasis on holidays and specific event days throughout the year."***
- To develop an Underage Drinking Operational Plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

And, in addition, it is the responsibility of the Cochise County Sheriff's Office to report all holiday task force or individual agency sustained enforcement statistics to GOHS on-line at the GOHS website **no later than 1000 hours the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to report statistics on time and correctly may result in reimbursements being denied.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

EQUIPMENT:**One (1) Fatal Vision Kit**

The Cochise County Sheriff's Office shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Cochise County Sheriff's Office further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by GOHS or to transfer or otherwise dispose of such equipment as directed by GOHS.

No equipment shall be conveyed, sold, salvaged, transferred, etc., without the express written approval of GOHS.

The Cochise County Sheriff's Office shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract.

The Cochise County Sheriff's Office shall incorporate any equipment purchased under this Contract into its inventory records.

The Cochise County Sheriff's Office shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Cochise County Sheriff's Office shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the **One (1) Fatal Vision Kit**

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If this requirement cannot be met, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period. Failure to comply may result in cancellation of the contract.

Original Purpose of Equipment:

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the NHTSA Regional Administrator, and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The NHTSA Regional Administrator may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Cochise County Sheriff's Office shall adequately insure all capital equipment purchased under this contract for repair or replacement.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual and Schedule C, Section X. Additionally, the Cochise County Sheriff's Office shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Cochise County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Semi-Annual Report (On-Line Only)

Once every six (6) months during the grant period the Project Administrator shall submit an ***on-line reporting*** Performance Measures Data Report through the Department of Justice web-based **DCTAT (Data Collection and Technical Assistance Tool)** system. Performance Measures Data Report will be required every six (6) months during the grant period. These reports shall reflect semi-annual accomplishments, progress, and status of the project. At select times during the project period, specific information may be requested by State and Federal officials. The Project Director shall be required to supply this information within a reasonable time period as set forth in a request.

***** ON-LINE REPORTING ONLY *****

DCTAT (Data Collection and Technical Assistance Tool) web site is located at <https://www.ojjdp-dctat.org/>

- User ID: **AZ0073G**
- Password: **gohs**
- DCTAT Help Desk Phone 1-866-487-0512

Report Schedule (On-Line)

Reporting Period	Due Date (On-Line Reporting)
Semi-Annual Report (January 1 to June 30, 2012)	July 15, 2012
Semi-Annual Report (July 1 to December 31, 2012)	January 15, 2013
Semi-Annual Report (October 1 to December 31, 2012)	January 15, 2013

The Semi-Annual Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. ***Note:*** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following (this will be a 1-2 page report on agency letterhead to include the items listed below):

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?

- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project?
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

Final Statement Report Schedule

Reporting Period	Due Date
Final Statement of Accomplishment	January 31, 2013

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Larry Dever, Sheriff, Cochise County Sheriff's Department, shall serve as Project Director.

Mark Genz, Lieutenant, Cochise County Sheriff's Department, shall serve as Project Administrator.

Michelle S. Cota, DOJ Project Coordinator, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (December 31st). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project under Schedule C, IIB.

The 10 percent retention, Schedule C, IIA, is waived.

PROJECT MONITORING:

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Total Awarded Amount		Type of Monitoring
Under \$15,000,00		Desk Review/Phone Conference
\$15,000-\$50,000		In-House GOHS Review
\$50,000+		On-Site
Capital Outlay \$5,000+ (Single Item)		On-Site
Desk Review	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence.	
Phone Conference	A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated	

	project administrator and fiscal contact must be present during the phone conference.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Completed at GOHS in a meeting setting with affected personnel. Monitoring form written on-site and reviewed later with agency by Project Coordinator before providing a copy to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information Conducted at agency with monitoring form completed on-site by Project Coordinator. GOHS will provide findings to agency via letter and a copy of monitoring form to the grantee.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the U.S. Department of Justice–Office of the Juvenile Justice and Delinquency Prevention Contract and terminate on Date Contract Ends: December 31 of that or subsequent year as indicated on the U.S. Department of Justice–Office of the Juvenile Justice and Delinquency Prevention Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$2,899.00
II.	Employee Related Expenses	\$1,101.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$1,000.00
	One (1) Fatal Vision Goggles (Kit)	

TOTAL ESTIMATED COSTS *\$5,000.00

*Includes all applicable training, tax, freight, and advertising costs. This is the maximum amount to be reimbursed. It is agreed and understood that the Cochise County Sheriff's Office shall absorb expenditures in excess of **\$5,000.00**.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

Month Day Year

Contract Number: 2012-DOJ-015 (2011)
Reporting Agency: Cochise County Sheriff's Office

Description	Contract Activity	PD Total
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI-DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

Revised 11-14-2011

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

Contract Number: 2012-DOJ-015 (2011)
Reporting Agency: Cochise County Sheriff's Office

Description	Contract Activity	PD Total
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI-DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

Revised 11-14-2011

HIGHWAY SAFETY CONTRACT

SCHEDULE C

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HIGHWAY SAFETY CONTRACT

SCHEDULE C

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SCHEDULE C

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. Ten percent (10%) of the claim amount can be maintained by STATE until satisfactory conclusion of the Contract.

- B. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".
- C. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- D. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 and any checklist attached to Schedule B will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments
The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will

not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will

discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):**

Name: Rodney W. Rothrock

Title: Chief Deputy

Telephone Number: 520-432-9505 Fax Number: 520-432-7603

E-mail Address: rrothrock@cochise.az.gov

2. **Agency's Fiscal Contact:**

Name: Jody Sanders

Title: Business Manager

Telephone Number: 520-432-9516 Fax Number: 520-432-3517

E-mail Address: jsanders@cochise.az.gov

Federal Identification Number: 86-6000398

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Cochise County Sheriff's Office

Warrant/Check to be mailed to:

Cochise County Sheriff's Office
(Agency)

205 N. Judd Drive
(Address)

Bisbee, AZ 85603
(City, State, Zip Code)

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in Schedules A, B, and C and the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Lobbying Restrictions

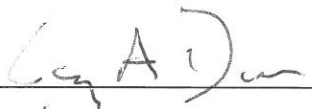
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Sheriff Larry Dever
Cochise County Sheriff's Office



1-4-12 520-432-9505

Date Telephone

Signature of Authorized Official of Governmental Unit:

Patrick Call, Chairman
Cochise County Board of Supervisors

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402, and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Justice – Office of the Juvenile Justice and Delinquency Prevention. The expenses are reimbursable under the Arizona Governor's Office of Highway Safety, under Enforcing Underage Drinking Laws (EUDL) Program Area **DOJ (2011)**, as approved for by the U.S. Department of Justice.

- | | | | | |
|----|-----------|--------------------------------------|-----------|--------------------------|
| 2. | A. | EFFECTIVE DATE: | B. | FEDERAL FUNDS: |
| | | <u>Authorization to Proceed Date</u> | | <u>\$5,000.00</u> |
-
3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

Regular Board of Supervisors Meeting

Meeting Date: 01/24/2012

Demands & Operating Transfers

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a
of PRESENTER:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Regular Board of Supervisors Meeting

Meeting Date: 01/24/2012

LabCorp of America, Contractor Identity Specimen Collection Agreement 1-12

Submitted By: Jennifer Steiger, Health & Social
Services

Department: Health & Social Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME n/a
of PRESENTER:

TITLE n/a
of PRESENTER:

Mandated Function?: Not Mandated

**Source of Mandate
or Basis for Support?:**

REMINDER: You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve Contractor Identity Specimen Collection Agreement, between the Laboratory Corporation of America (LabCorp) and Cochise Health & Social Services, for a specified fee of \$13/collection occurring at Health offices around Cochise County.

Background:

Cochise Health & Social Services (CHSS) has received approval through LabCorp and the Arizona Department of Economic Security, Division of Child Support Enforcement, to begin providing court ordered buccal swab paternity tests from four of our locations within Cochise County. These services in Douglas, Benson, Willcox, and Sierra Vista will benefit the public, the County and LabCorp by providing increased access to a vital service for all Cochise County residents that are in need of court ordered paternity testing. Until this contract is approved there are only two approved testing sites in Cochise County that can provide such testing. These are Bisbee and Elfrida.

Per the LabCorp agreement, CHSS will bill LabCorp \$13/collection, on a monthly basis for all tests provided throughout Cochise County. The administrative staff, already trained in this function and having passed the required AZDES background checks, will be the physical providers of the court ordered buccal swab paternity tests. Currently, CHSS also provides voluntary buccal swab paternity tests for DNA Diagnostic Centers as well. This will be a new venture for both organizations and we are looking forward to this opportunity to expand services for the benefit of the public.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this agreement will prevent CHSS from assisting LabCorp and AZDES in greatly increasing public access to court ordered buccal swab paternity testing within Cochise County.

To BOS Staff: Document Disposition/Follow-Up:

A fully executed copy will be sent to the Clerk of the Board for filing purposes.

Fiscal Impact

Fiscal Year:	2011-2012
One-time Fixed Costs? (\$\$\$):	N/A
Ongoing Costs? (\$\$\$):	N/A
County Match Required? (\$\$\$):	0
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):	0
Source of Funding?:	LabCorp

Fiscal Impact & Funding Sources (if known):

This will be a general funded program. There are no A-87 costs associated with this agreement, and all payments for services rendered will be deposited in the Health General Fund. There is no other fiscal impact from this agreement at this time; all testing supplies are provided by LabCorp.

Attachments

LabCorp-NEW-1-12

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: JENNIFER STEIGER

Department/Division: HEALTH/ADMIN

Date Prepared: 1/17/12

Telephone: 520-432-9402

Grantor: Laboratory Corporation of America

Grant Title: Contractor Identity Specimen Collection Agrmnt.

Grant Term From: 1/24/12

To: 1/23/12

Fund No/Dept. No: 100-5000-5000

Note: Fund No. will be assigned by the Finance Department if new.

New Grant ☒ Yes ☐ No

Amendment No. _____

Increase \$ _____

Decrease \$ _____

Briefly describe purpose of grant:

Interagency Agreement to provide court ordered paternity testing (specimen collection) services to Cochise County residents in four Health offices in Cochise County in order to expand community access to these services; between the Laboratory Corporation of America and Cochise Health & Social Services. Per the LabCorp agreement, CHSS will bill LabCorp \$13/collection, on a monthly basis for all tests provided throughout Cochise County.

If amendment, provide reason:

n/a

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

n/a

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year					
Remaining Years					
Total Revenue					

Is County match required? ☐ Yes ☒ No If yes, dollar amount \$ _____

Has this amount been budgeted? ☐ Yes ☒ No Identify Funding Source: Laboratory Corporation of America

Federal Catalog of Federal Domestic Assistance (CFDA) No: n/a

Method of collecting grant funds: Lump sum payment ☐ Quarterly payments ☐ Draw ☐ Reimbursement ☒

Is revertment of unexpended funds required at end of grant period? ☐ Yes ☐ No

a) Total A-87 cost allocation \$0

b) Amount of overhead allowed by grant 0 County subsidy (a-b) 0

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☒ No

If yes, dollar amount \$ _____ OR percentage allowed _____ %

Number of new positions that will be funded from grant: 0

Number of existing positions funded from grant: 0

Executive Summary Form

Agenda Number: HLT--

Recommendation:

Approval of the new Contractor Identity Specimen Collection Agreement, between the Laboratory Corporation of America (LabCorp) and Cochise Health & Social Services (CHSS), for a specified fee of \$13/collection occurring at four Health offices around Cochise County, for the initial one year period of 1/24/12 – 1/23/12, renewable annually.

Background (Brief):

The Health Department has received approval through LabCorp and the Arizona Department of Economic Security, Division of Child Support Enforcement, to begin providing court ordered buccal swab paternity tests from four of our locations within Cochise County. These services in Douglas, Benson, Willcox, and Sierra Vista will benefit the public, the County and LabCorp by providing increased access to a vital service for all Cochise County residents that are in need of court ordered paternity testing. Presently, there are only two approved sites in Cochise County that can provide such testing. These are Bisbee and Elfrida.

Per the LabCorp agreement, CHSS will bill LabCorp \$13/collection, on a monthly basis for all tests provided throughout Cochise County. The administrative staff, already trained in this function and having passed the required AZDES background checks, will be the physical providers of the court ordered buccal swab paternity tests. Currently, CHSS also provides voluntary buccal swab paternity tests for DNA Diagnostic Centers as well. This will be a new venture for both organizations and we are looking forward to this opportunity to expand services for the benefit of the public.

Fiscal Impact & Funding Sources:

This will be a general funded program. There are no A-87 costs associated with this agreement, and all payments for services rendered will be deposited in the Health General Fund. There is no other fiscal impact from this agreement at this time; all testing supplies are provided by LabCorp.

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this agreement will prevent CHSS from assisting LabCorp and AZDES in greatly increasing public access to court ordered buccal swab paternity testing within Cochise County.

RECEIVED

NOV 21 2011



October 20, 2011

Cochise Health & Social Services
Attn: Jennifer Steiger
1415 Melody Lane, Bldg. A
Bisbee, AZ 85603

RE: Contractor Identity Specimen Collection Agreement

Dear Ms. Steiger:

Please find enclosed two (2) original Contractor Identity Specimen Collection Agreements for your review and signature between Cochise Health & Social Services and Laboratory Corporation of America Holdings (LabCorp) for the provision of specimen collections services for genetic parentage testing.

Please review, sign, date, and return both original agreements to my attention at:

Laboratory Corporation of America Holdings
DNA Identification Testing Division
1440 York Court Extension
Burlington, North Carolina 27215

I will return one (1) fully executed copy to you for your files.

We appreciate the opportunity to work with you. Should you have any questions please feel free to contact me or Antoinette Surgeon (800) 742-3944 Extension: 67417.

Sincerely,

A handwritten signature in cursive script that reads "Linda Hazelwood".

Linda Hazelwood, Account Specialist
(800) 742-3944 ext: 67405
Hazell1@labcorp.com

CONTRACTOR IDENTITY SPECIMEN COLLECTION AGREEMENT

THIS AGREEMENT made this 20th day of October, 2011 (the "Agreement") by and between Cochise Health & Social Services ("CONTRACTOR") and Laboratory Corporation of America Holdings ("CLIENT").

WHEREAS, CONTRACTOR agrees to provide CLIENT with specimen collection services ("Services") as CLIENT shall from time to time request in connection with the identity testing services to be performed by CLIENT, upon the following terms and conditions:

1. CONTRACTOR agrees to provide the Services at such times and places as set forth in Exhibit A attached hereto and made a part hereof. CONTRACTOR agrees that it shall not bill any third party for specimen collection services performed for CLIENT. Upon performance of Services, CONTRACTOR shall forward specimens collected and all required documentation to CLIENT for testing as directed by CLIENT. CONTRACTOR agrees that under no circumstances is CONTRACTOR to retain specimens collected pursuant to this Agreement.
2. CONTRACTOR represents and warrants that CONTRACTOR possesses the necessary skill, education, and training and where required by any applicable state laws or regulations, CONTRACTOR shall have the necessary certificate to perform the Services. CONTRACTOR shall comply with all applicable federal and state laws and regulations related to this Agreement and the conduct of its business. CONTRACTOR shall honor all instructions to direct specimens to CLIENT and shall not direct specimens intended for CLIENT to any other party.
3. The Services will be rendered by CONTRACTOR hereunder as an independent contractor and as such CONTRACTOR shall not be deemed to be employee or agent of CLIENT or any of its subsidiaries or affiliates. CONTRACTOR shall not be covered under any of the benefit programs of CLIENT or its subsidiaries or affiliates, including, but not limited to Worker's Compensation. Further, CONTRACTOR shall not be authorized to act on behalf of, or otherwise bind CLIENT in any manner. In addition, CONTRACTOR agrees that it shall not make reference to or otherwise utilize the corporate name or trademark of CLIENT without CLIENT's prior written consent.
4. All information furnished to CONTRACTOR in the performance of CONTRACTOR's duties shall be considered proprietary and CONTRACTOR shall keep confidential all such information and CONTRACTOR will return all literature, documents, supplies and manuals when CONTRACTOR ceases to perform Services for CLIENT.
5. CONTRACTOR agrees that all information furnished or disclosed to CONTRACTOR in connection with this Agreement is furnished or disclosed as part of the consideration for this Agreement and CONTRACTOR shall not in any way advertise or publish the fact that CONTRACTOR has furnished the Services to CLIENT without the prior written consent of CLIENT.
6. This Agreement shall become effective on the date set forth above and shall continue in effect until terminated by either party. This Agreement shall have an initial term of one (1) year ("Initial Term") and shall be automatically renewed for additional periods of one (1) year ("Renewal Term") at the end of the Initial Term or any Renewal Term unless either party gives the other party written notice of termination no less than thirty (30) days prior to the end of the applicable term. Notwithstanding the above, CLIENT may terminate this Agreement, with or without cause, at any time, by written notice to CONTRACTOR. Upon receiving such notice, CONTRACTOR shall immediately discontinue such Services.
7. Except to the extent that any injury or damage is due solely and directly to CLIENT's negligence, CONTRACTOR agrees to indemnify, defend, and hold harmless CLIENT, its parent, subsidiaries and affiliates, and their officers, directors, employees and agents, successors, assigns, customers and users of its services, from any and all claims, damages, costs or losses (including reasonable attorneys' fees and all court costs) arising out of the performance or breach of this Agreement, and/or the breach of any warranty or representation contained in this Agreement.
8. CONTRACTOR can only collect samples using the buccal swab collection method and samples must be taken at a collection site other than the CONTRACTOR'S place of business or home. CONTRACTOR shall not perform collections using any method other than buccal swab collection or perform collections at their place of business or home until CONTRACTOR provides CLIENT with a Certificate of Insurance evidencing liability insurance coverage with respect to the Services performed pursuant to this Agreement in the amount of no less than \$1,000,000 per occurrence and an aggregate of \$3,000,000 per year. CONTRACTOR, as applicable, shall maintain said insurance coverage throughout the term of this Agreement. Notwithstanding such insurance coverage, CONTRACTOR shall remain obligated for all liabilities in excess of such insurance limits which may arise pursuant to this Agreement. CONTRACTOR agrees and represents that all policies of insurance required hereunder shall by appropriate endorsement, or otherwise, provide for a thirty (30) day prior written notice of cancellation to CLIENT. CONTRACTOR shall provide a copy of the Certificate of Insurance evidencing such coverage, upon request from CLIENT.

9. CONTRACTOR shall immediately notify CLIENT of any events or circumstances including, but not limited to, adverse weather conditions, common carrier delays, illness, breakdowns, or accidents, or any other condition which may adversely affect CONTRACTOR's ability to render Services required under this Agreement
10. a) CONTRACTOR represents and warrants that it is not an account of CLIENT and that no physician or physician's family member has an interest in its business either directly or indirectly, through debt, equity, or otherwise. CONTRACTOR further represents that no physician or physician's family member shall receive or share directly or indirectly in the proceeds of this Agreement.
- b) CONTRACTOR agrees that CONTRACTOR shall not market or attempt to solicit business on behalf of CLIENT.
11. CONTRACTOR warrants and acknowledges that the performance of Services under this Agreement may not be assigned, subcontracted or delegated by CONTRACTOR.
12. CONTRACTOR shall be solely responsible for the disposal of any medical or other waste generated in the performance of Services pursuant to this Agreement.
13. CLIENT shall pay CONTRACTOR a fee of \$13.00 per specimen collection. CLIENT shall provide specimen collection supplies necessary to perform Services. CONTRACTOR shall submit to CLIENT an itemized statement of Services rendered to CLIENT by CONTRACTOR on a daily, weekly, or monthly basis; but in no situation exceeding a month, and CLIENT agrees to remit payment to CONTRACTOR within thirty (30) days after receipt of said statement. The statement shall include the following information: Date of collection and Names of the Individuals collected. The parties agree that the fees payable pursuant to this section are intended to be the fair market value of the Services being provided, meaning the value in arms length transactions, consistent with the general market price.
14. CONTRACTOR agrees that no payment will be made for services inadequately performed and/or collections that are not properly performed. This includes, but is not limited to, failure to appear and/or appearing late at the collection site, failure to properly label samples, failure to properly complete the chain of custody forms, failure to ship the samples to the laboratory on the same day of collection or next day (due to collections) or any other action under this Agreement that results in the CLIENT be required to recollect the sample(s) or the CLIENT not receiving payment for the testing due to the negligence of the CONTRACTOR.
15. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail addressed as follows:
- | | |
|--|--|
| If to CLIENT: | with a copy to: |
| Laboratory Corporation of America Holdings | Laboratory Corporation of America Holdings |
| 1440 York Court Extension | 531 South Spring Street |
| Burlington, North Carolina 27215 | Burlington, North Carolina 27215 |
| Attention: DNA Identification Testing Division | Attention: Law Department |
| Division Contract Administrator | |
- And if to CONTRACTOR:
Cochise Health & Social Services
1415 Melody Lane, Bldg. A
Bisbee, AZ 85603
16. CONTRACTOR agrees to comply with all applicable laws and regulations related to the Services and any specific requirements communicated by CLIENT to CONTRACTOR from time to time.
17. If the Services to be provided by CONTRACTOR hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1) (I), CONTRACTOR, shall until expiration of six (6) years after furnishing services, make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of CONTRACTOR that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of \$10,000.00 or more over a twelve (12) month period.
18. The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date this Agreement is signed including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Should legal counsel for either party reasonably conclude that any portion of this

Agreement is or may be in violation of such requirements, or subsequent enactments by federal, state or local authorities, that party shall give written notice and this Agreement shall terminate immediately.

19. All Services provided by CONTRACTOR hereunder shall be in compliance with all applicable federal and state laws prohibiting discrimination of the basis of race, color, religion, sex, national origin, handicap, veteran status or other protected status.
20. CONTRACTOR WARRANTS TO CLIENT THAT CONTRACTOR HAS NOT BEEN DEBARRED, SUSPENDED, DECLARED INELIGIBLE, OR EXCLUDED FROM MEDICARE/MEDICAID OR ANY OTHER FEDERAL OR STATE HEALTHCARE PROGRAM.
21. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter herein and no amendment or modification of its terms shall be valid or binding upon any party unless set forth in writing and signed by an authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of this day and year as first above written.

Cochise Health & Social Services (CONTRACTOR)

Laboratory Corporation of America Holdings (CLIENT)

BY: May Gomez

BY: _____

TITLE: DIRECTOR

TITLE: _____

DATE: 1/10/12

DATE: _____

SOCIAL SECURITY OR FEDERAL TAX ID# 86-6000398

INTERAGENCY AGREEMENT DETERMINATION

Re: Interagency Agreement to provide court ordered paternity testing (specimen collection) services to Cochise County residents in four Health offices in Cochise County in order to expand community access to these services; between the Laboratory Corporation of America and Cochise Health & Social Services.

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 on behalf of the Cochise Health & Social Services by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Approved as to form this 9th day of January, 2012.

EDWARD G. RHEINHEIMER
Cochise County Attorney

By: Terry Bannon

Terry Bannon
Deputy County Attorney

EXHIBIT A

<u>Collection Location(s)</u>	<u>Hours of Collection</u>
Douglas Clinic 515 7 th St. Douglas, AZ 85607	M-F 8am. - 4 pm.
Benson Clinic 126 W. 5 th St Benson, AZ 85602	M-F 8am – 4pm
Willcox Clinic 450 S. Haskell Ave Willcox, AZ 85643	M-F 8am – 4pm
Sierra Vista Clinic 4115 E. Foothills Drive Sierra Vista, AZ 85635	M-F 8am – 4pm

And other collection locations/hours of collection as mutually agreed upon.

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 01/24/2012

Davis Rd. HPP IGA/JPA 11-037

Submitted By: Frances Martinez, Community Development**Department:** Community Development**Division:** Transportation**Presentation:** PowerPoint**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 2**Submitted for Signature:****NAME of PRESENTER:** Karen Lamberton**TITLE of PRESENTER:** Transportation Planner**Mandated Function?:****Source of Mandate or Basis for Support?:****Docket Number (If applicable):**

Information**Agenda Item Text:**

Approve Intergovernmental Agreement 11-037 between the State of Arizona and Cochise County for drainage and realignment improvements on Davis Road.

Background:

This proposed project is located in Cochise County, on Davis Road between SR 80 and SR 191. This 24 mile road connects the town of Tombstone, along SR 80, and McNeal, along SR 191, and serves commuter traffic, regional traffic and commercial traffic. Countless locations along Davis Road experience frequent flooding resulting in innumerable road closures. The proposed improvements are intended to increase all weather access along the road by adding drainage culverts and improving roadway geometrics.

Cochise County received a congressional earmark for critical drainage and roadway improvements for Davis Road in the amount of \$2.3 million in 2005. These funds became fully available to the County in 2009. A 20 percent matching funds was required when the funds were awarded. Cochise County proceeded with project development to include design and project assessment. In 2006 Cochise County selected Stantec consultants to conduct an initial assessment of critical drainage and realignment needs along the Davis Rd. corridor. Six areas were identified and then narrowed down to three specific spot improvements at mileposts 5.1, 9.9 and 13.1.

As project design moved forward it became clear that additional funds would be needed to complete construction of the desired project. The County successfully applied for State Transportation Plan (STP) funds through SEAGO and the County was awarded an additional \$3,423,321 in federal funds. The Board of Supervisors were briefed on the proposed Davis roadway improvements on August 23, 2011. In addition, the Board approved two IGA's at that time for STP funds as well as for Coordinated Border Infrastructure (CBI) funds for a completed Project Assessment for the entire 24 mile Davis Rd. corridor. Staff have secured a total of \$6,561,001 federal funds for Davis Rd. Staff worked with ADOT and FHWA to finalize the agreement for the use of the awarded high priority project funds. The combined fund sources from HPP and STP programs will be applied to right-of-way acquisition and construction of improvements. Match amounts will be requested prior to bid advertisement for each phase. The total county match for all three fund sources will be \$416,582.

Department's Next Steps (if approved):

Once an approved IGA/JPA is in place, ADOT will work with Cochise County to finalize design plans and then will coordinate going out to bid for right-of-way acquisition and construction.

Impact of NOT Approving/Alternatives:

Awarded federal funds would not be available for this project improvement.

To BOS Staff: Document Disposition/Follow-Up:

Please return two signed copies of the IGA and a copy of the approved minutes and/or Board actions to H&F, attn: Karen Lamberton.

Fiscal Impact**Fiscal Year:****One-time Fixed Costs? (\$\$\$):****Ongoing Costs? (\$\$\$):**

County Match Required? (\$\$\$): 153,602

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):

Source of Funding?: HURF

Fiscal Impact & Funding Sources (if known):

The High Priority Program (HPP) program is a congressional earmark to Cochise County specifically for the Davis Rd. drainage and realignment roadway project federally funded through the U.S. Department of Transportation Federal Highway Administration. The match for this project will be a total of \$153,602 dollars provided by local HURF (Reserve).

Attachments

Davis Road PowerPoint Presentation

IGA Davis Rd Agreement

ADOT File No.: IGA/JPA 11-037I
AG Contract No.: P001 2012 000034
Project: Drainage & Roadway
Improvements
Section: Davis Road SR 80 to SR 191
Project No.: CCH-0(202)A
TRACS No.: SS954 01R/01C
TIP/STIP No.: SEAGO 2012 Amend #1
Budget Source Item No.: LOCAL

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
COCHISE COUNTY

THIS AGREEMENT is entered into this date PLEASE DO NOT ENTER, 2012, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and COCHISE COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
 3. Such Project lies within the boundary of the County and has been selected by the County; the survey of the Project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted by the State to the Federal Highway Administration (FHWA) for its approval.
 4. The work proposed under this agreement is comprised of drainage and realignment roadway work located along Davis Road from State Route 80 to State Route 191, hereinafter referred hereinafter referred to as the "Project". The Project's drainage improvements include several large span arch culverts to convey 25-year discharges under Davis Road, at MP 5.1, MP 9.9 and MP 13.1. Horizontal and vertical curve improvements will also be constructed on the roadway to improve safety conditions and accommodate a design speed of 65 mph. Proposed roadway improvements consist of two 12-foot travel lanes and two 8-foot shoulders for a roadway width of 40 feet. The new right-of-way width will vary between 100 and 200 feet, centered on the new roadway centerline. The State shall advertise, bid and award the Project.
 5. The interest of the State in this project is the acquisition and distribution of federal funds for the use and benefit of the County and to authorize such federal funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the County.
-

6. The Federal funds will be used for the construction of the project, including right of way acquisition, construction engineering and administration cost (CE).

The current estimated Project costs are as follows:

ADOT Project No. SS954

Design review fee *	\$ 10,000.00
---------------------	---------------------

SS954 01R (Right of Way acquisition):

Federal-aid funds @ 94.3% (capped)	\$ 381,915.00
County's match @ 5.7%	<u>\$ 23,085.00</u>

Subtotal – Right of Way Project Costs	\$ 405,000.00
--	----------------------

SS954 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 1,993,821.00
County's match @ 5.7%	<u>\$ 120,517.00</u>

Subtotal – Construction** (State administered)	\$ 2,114,338.00
---	------------------------

Total Federal Funds	\$ 2,375,736.00
Total Estimated County Funds	<u>\$ 153,602.00</u>

TOTAL Project Cost	\$ 2,529,338.00
---------------------------	------------------------

* (Included in the County Estimated Funds)

** (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the **County** is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The **County** acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the County for the State's design review fee, currently estimated at **\$10,000.00** and the County's estimated share of Project right of way acquisition costs currently estimated at **\$23,085.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs for the right of way acquisition. The State will prepare a final reconciliation upon completion of the Project.

b. Upon receipt of the design review fee and the County's estimated share of the Project right of way acquisition costs, currently estimated at **\$23,085.00**, on behalf and with consent of the County, contract with one of the State's on-call consultants ("Consultant") to prepare all pertaining documents for the project's right of way acquisition; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, provide comments to the County as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents, including the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way requirements and activities and such other related tasks essential to the achievement of the objectives of this Agreement; including issuing right of way clearance after review of the Consultant's right of way submittal.

c. Review the design plans, specifications and other such documents and services required for the right of way acquisition, construction bidding and construction of the Project and provide comments to the County as appropriate. Invoice the County for the County's share of Project construction costs estimated at **\$120,517.00**

d. On behalf of the County, perform work and prepare documents required by the FHWA to qualify certain projects for and to receive federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the prepared environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement.

e. Upon receipt of the County's Project funds, request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the County will be responsible for any overage. Costs incurred prior to authorization from the FHWA will not be eligible for reimbursement.

f. Upon approval by the FHWA and receipt of County's share of Project costs, proceed to advertise for, receive and open bids. The State will enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project; administer contracts(s) for the Project and make all payments to the contractor(s).

g. Not be obligated to maintain said Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The County will:

a. Upon execution of this Agreement, designate the State as authorized agent for the County.

b. Upon execution of the Agreement, and prior to the performance or authorization of any funding or work, process Invoice D211043 and remit to the State **\$10,000.00** for the State's review fee. Prior to bid advertisement for Right of Way Acquisition and within thirty (30) days of receipt of an invoice from the State, remit the County's share of the Project costs currently estimated at **\$23,085.00** to the State. Prior to bid advertisement for construction and within thirty (30) days of receipt of an invoice from the State, remit the County's share of the Project costs estimated at **\$120,517.00** to the State.

c. Prepare and provide the design documents required for construction of the Project and provide comments to the State as appropriate.

d. Be responsible for all costs in excess of the maximum amount of federal funds and for any costs ineligible for federal funds. Such costs shall be paid by the County within thirty (30) days of receipt of invoice from the State.

e. Monitor, and as required, be involved with all right of way activities and functions performed by the Consultant, including, but not specifically limited to, right of way survey, delineation, appraisal, review appraisal, acquisition, relocation and property management.

f. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the County, if applicable.

g. Hereby grant the State, its agents and/or contractors, without cost, the right to enter County Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish among other things, soil and foundation investigations.

h. Be responsible for any and all costs attributable to any engineering change orders requested by the County not covered by federal funds. The County will also be responsible for contractor claims for additional compensation caused by Project delays attributable to the County.

i. Provide for cost and proper maintenance of the Project, including all of the Project components.

j. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.

k. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to Arizona Department of Transportation Local Government Section.

l. Agree to accept, maintain and assume full responsibility of said Project and provide the State written notification that the Project has been completed.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, except any provisions for maintenance/electrical power and/or landscaping maintenance shall be perpetual by the County. Further, this Agreement may be cancelled at any time prior to advertisement of the project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The County, in regard to the County's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the County and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification

thereof shall be the liability of the County and that to the extent permitted by law, the County hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the County, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. This agreement shall remain in force and effect until completion of the work and related deposits and reimbursements.

4. The cost of right of way acquisition, construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The County acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the County agrees to furnish and provide the difference between actual costs and the federal funds received within thirty (30) days of receipt of an invoice from the State.

5. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

6. The County and the State (Arizona Department of Transportation) (ADOT) warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will provide information that is requested by the State (ADOT) to enable the State (ADOT) to comply with the requirements of the Act, as may be applicable.

7. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

8. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

9. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

11. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

12. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

13. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

**Cochise County
Community Development
Department**
Attn: Karen Lamberton, AICP
1415 Melody Lane, Building E
Bisbee, Arizona 85603
(520) 432-9240
(520) 432-9278 Fax
klamberton@cochise.az.gov

For Financial Matters:
Cochise County
Attn: Anissa Acedo
1415 Melody Lane, Building E
Bisbee, Arizona 85603
(520) 432-9300
(520) 432-9278 Fax
aacedo@cochise.az.gov

14. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The County warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214(A).

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Agreement, and the County may be subject to penalties up to and including termination of the Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the County or subcontractor is complying with the warranty under paragraph (a).

15. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

16. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

17. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

COCHISE COUNTY

By _____
RICHARD R. SEARLE
Chairman of the Board

STATE OF ARIZONA

Department of Transportation

By _____
DALLAS HAMMIT, P.E.
Deputy State Engineer, Development

ATTEST:

By _____
KATIE A. HOWARD
County Clerk

ATTORNEY APPROVAL FORM FOR THE COCHISE COUNTY

I have reviewed the above-referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the COCHISE COUNTY, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2012.

County Attorney